SERFF Tracking Number: MNNP-125557221 State: Arkansas
Filing Company: ReliaStar Life Insurance Company State Tracking Number: 38841

Company Tracking Number: RL-SL-POL-08

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: Stop Loss 2008

Project Name/Number: /

# Filing at a Glance

Company: ReliaStar Life Insurance Company

Product Name: Stop Loss 2008 SERFF Tr Num: MNNP-125557221 State: ArkansasLH TOI: H21 Health - Other SERFF Status: Closed State Tr Num: 38841

Sub-TOI: H21.000 Health - Other Co Tr Num: RL-SL-POL-08 State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Rosalind Minor

Author: Dawn Olson Disposition Date: 05/05/2008

Date Submitted: 05/01/2008 Disposition Status: Approved-

Closed

Deemer Date:

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

# **General Information**

Project Name: Status of Filing in Domicile:
Project Number: Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission

Group Market Size: Large

Group Market Type: Employer

Overall Rate Impact: Group Market Type: Employer Filing Status Changed: 05/05/2008

Corresponding Filing Tracking Number:

State Status Changed: 05/05/2008

Filing Description:

RL-SL-POL-08 Excess Risk Insurance Policy

RL-SL-IIR-08 Endorsement: Individual Immediate Reimbursement

RL-SL-TLAER-08 Endorsement: AER Terminal Liability

RL-SL-AID-08 Endorsement: Aggregating Individual Deductible

RL-SL-TLIER-08 Endorsement: IER Terminal Liability

RL-SL-SCH-08 Excess Risk Insurance Schedule

RL-SL-APP-08-AR Excess Risk Insurance Application

Created by SERFF on 05/05/2008 03:40 PM

SERFF Tracking Number: MNNP-125557221 State: Arkansas
Filing Company: ReliaStar Life Insurance Company State Tracking Number: 38841

Company Tracking Number: RL-SL-POL-08

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: Stop Loss 2008

Project Name/Number:

We enclose the above-captioned Excess Risk policy forms for filing with your Department. These forms are new and do not replace any forms previously approved or disapproved. Variables are indicated by brackets.

Both Aggregate and Individual excess risk insurance will be available under this policy and will be marketed to selffunded health plan sponsors who apply for this coverage. The two coverages may either be sold together or separately on a stand-alone basis. Also included in this filing are optional Endorsements for additional benefits that may sold with either the Aggregate or Individual Excess Risk coverage.

The enclosed application may be used in several formats, for example: 1) typeset and printed as a multi-sided form; 2) printed from an electronic forms library as a one-sided form; 3) as an electronic form, with information recorded on-line, printed and signed.

# **Company and Contact**

#### **Filing Contact Information**

Dawn Olson, Compliance Analyst dawn.olson@us.ing.com
P.O. Box 20 (612) 342-7258 [Phone]
Minneapolis, MN 55440-0020 (612) 342-3695[FAX]

**Filing Company Information** 

ReliaStar Life Insurance Company CoCode: 67105 State of Domicile: Minnesota

P.O. Box 20 Group Code: 229 Company Type:

Minneapolis, MN 55440-0020 Group Name: State ID Number:

(612) 372-5246 ext. [Phone] FEIN Number: 41-0451140

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# **Filing Fees**

Fee Required? Yes
Fee Amount: \$75.00
Retaliatory? Yes

Fee Explanation: Minnesota's form filing fee is \$75.

Per Company: No

Company Tracking Number: RL-SL-POL-08

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: Stop Loss 2008

Project Name/Number: /

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

ReliaStar Life Insurance Company \$75.00 05/01/2008 20043720

Company Tracking Number: RL-SL-POL-08

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: Stop Loss 2008

Project Name/Number:

# **Correspondence Summary**

# **Dispositions**

Status	Created By	Created On	Date Submitted
Approved- Closed	Rosalind Minor	05/05/2008	05/05/2008

Company Tracking Number: RL-SL-POL-08

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: Stop Loss 2008

Project Name/Number: /

# **Disposition**

Disposition Date: 05/05/2008

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: RL-SL-POL-08

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: Stop Loss 2008

Project Name/Number: /

Item Type	Item Name	Item Status	<b>Public Access</b>
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	Yes
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	Variable Material Chart	Approved-Closed	Yes
Form	Excess Risk Policy	Approved-Closed	Yes
Form	IIR Endorsement	Approved-Closed	Yes
Form	TLAER Endorsement	Approved-Closed	Yes
Form	AID Endorsement	Approved-Closed	Yes
Form	TLIER Endorsement	Approved-Closed	Yes
Form	Excess Risk Schedule	Approved-Closed	Yes
Form	Excess Risk Application	Approved-Closed	Yes

Company Tracking Number: RL-SL-POL-08

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: Stop Loss 2008

Project Name/Number: /

# Form Schedule

Lead Form Number: RL-SL-POL-08

Review	Form	Form Type Form Name	Action	Action Specific	Readability	Attachment
Status	Number			Data		
Approved-	RL-SL-	Policy/Cont Excess Risk Policy	Initial			RL-SL-POL-
Closed	POL-08	ract/Fratern				08.pdf
		al				
		Certificate				
Approved-	RL-SL-IIR-	Policy/Cont IIR Endorsement	Initial			RL-SL-IIR-
Closed	08	ract/Fratern				08.pdf
		al				
		Certificate:				
		Amendmen				
		t, Insert				
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		Endorseme				
		nt or Rider				
Approved-		Policy/Cont TLAER Endorsemen	t Initial			RL-SL-
Closed	TLAER-08	ract/Fratern				TLAER-08.pdf
		al				
		Certificate:				
		Amendmen				
		t, Insert				
		Page,				
		Endorseme				
		nt or Rider				
		- Policy/Cont AID Endorsement	Initial			RL-SL-AID-
Closed	80	ract/Fratern				08.pdf
		al				
		Certificate:				
		Amendmen				
		t, Insert				
		Page,				
		Endorseme				
	D	nt or Rider				D. O:
Approved-	RL-SL-	Policy/Cont TLIER Endorsement	Initial			RL-SL-TLIER-

SERFF Tracking Number: MNNP-125557221 State: Arkansas State Tracking Number: 38841

Filing Company: ReliaStar Life Insurance Company

Company Tracking Number: RL-SL-POL-08

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: Stop Loss 2008

Project Name/Number:

Closed TLIER-08 ract/Fratern 08.pdf

al

Certificate: Amendmen t, Insert Page,

Endorseme nt or Rider

Approved- RL-SL-Schedule Excess Risk Initial RL-SL-SCH-

Closed SCH-08 **Pages** Schedule 08.pdf

RL-SL-APP-Approved- RL-SL-Application/Excess Risk Initial

APP-08-AR Enrollment Application Closed 08-AR.pdf

Form

Home Office: Minneapolis, Minnesota 55440

**GROUP POLICY NUMBER:** [GX,Z-12345-6] **EFFECTIVE DATE:** [January 1, 2008] ANNIVERSARY DATE: [January 1] **PLAN SPONSOR:** [ABC Company] ReliaStar Life Insurance Company (ReliaStar Life) agrees to pay the benefits stated in this Policy at its Home Office when it receives proof of a valid claim. This Policy is issued in consideration of the Plan Sponsor's Application and payment of premiums when due. A copy of the Plan Sponsor's Application is attached and forms a part of this Policy. This Group Policy is effective on the Effective Date for an initial Policy Year ending [December 31, 2008]. Policy Months and subsequent Policy Years are determined from the Anniversary Date. All periods of insurance will begin and end at 12:01 a.m. Standard Time at the Plan Sponsor's place of business. The first premium is due and payable in full on the Effective Date. Each subsequent premium is due and payable in full on its respective Premium Due Date. ReliaStar Life, in performing its obligations under this Policy, is limited in its obligations to those described herein. ReliaStar Life is not a party to, nor a guarantor of, the self-funded benefits which are provided by the Plan Sponsor. ReliaStar Life is not a Plan Administrator or Fiduciary with respect to any such Plan as those terms are used in the Employee Retirement Income Security Act of 1974. This Group Policy is delivered in the state of [State] and is governed by its laws. Executed at Minneapolis, Minnesota on [January 1, 2008]. ſ President Registrar 1 This Group Policy Provides [Aggregate Excess Risk Insurance] [Individual Excess Risk Insurance]

**Nonparticipating** 

RL-SL-POL-08

Noncontributory

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#### **DEFINITIONS**

**ACTIVELY AT WORK** means an Employee must work for his or her employer at his or her usual place of work or such other place or places as required by the employer in the course of such work for the full number of hours and full rate of pay, as set by the employment practices of the employer.

**CLAIM ADMINISTRATOR** means a Third Party Claim Administrator as defined in the Miscellaneous Provisions section of this Policy, or the Plan Sponsor if no Third Party Claim Administrator has been designated to pay claims for the Plan Sponsor's Employee Benefit Plan.

**CONTRACT PERIOD** means the time period specified in the Excess Risk Schedule and used in determining a Plan Sponsor's eligibility for benefits under this Policy. The initial Contract Period for a Plan Sponsor is also shown in the Plan Sponsor's Application. Subsequent Contract Periods are shown on a separate Excess Risk Schedule.

**COVERED INDIVIDUAL** means an Employee or a Dependent of an Employee.

**DEPENDENT** means, subject to the limitations of this Policy, an Employee's dependent who is covered by the terms of the Employee Benefit Plan. If an Employee acquires an additional dependent who is covered under the terms of the Employee Benefit Plan, coverage will be provided under this Policy for expenses incurred by the Plan Sponsor on behalf of the Dependent.

**EMPLOYEE** means, except as may be provided in the Plan Sponsor's Excess Risk Schedule and subject to the limitations of this Policy, an individual who is:

- covered by the terms of the Employee Benefit Plan;
- actively at work; and
- primarily employed with or a member of the Plan Sponsor.

Coverage will not be effective under this Policy for expenses incurred by the Plan Sponsor on behalf of an Employee until the Employee has reported for active work on a regular working day on or after the later of the Effective Date of:

- the Plan Sponsor's Policy; or
- the Employee's coverage under the Employee Benefit Plan.

**EMPLOYEE BENEFIT PLAN** means a self-funded plan of benefits which the Plan Sponsor provides for eligible Employees and their eligible Dependents. The benefits are described in a written document. A copy of the document which describes the plan in effect on the Effective Date of a Plan Sponsor's Policy is attached to the Application. Amendments to the Employee Benefit Plan will be included when they occur only to the extent provided in the Material Changes Affecting the Employee Benefit Plan section of this Policy.

**EXPECTED CLAIMS** means the amount of claims that, in the absence of an excess risk policy or other insurance or evidence of coverage, are projected to be incurred under an employer-sponsored plan covering health care expenses.

**EXPECTED CLAIMS RATE** means the amount of Expected Claims per month per Unit. The initial Expected Claims Rate(s) is (are) as stated in the Excess Risk Schedule. ReliaStar Life will re-determine the Expected Claims Rate on each anniversary of the Effective Date of the Plan Sponsor's coverage hereunder and on the effective date of each material change to the Employee Benefit Plan.

**EXPECTED PLAN CLAIMS** means the expected claims less the projected claims in excess of the Individual Excess Risk Deductible, adjusted to be consistent with the employer's aggregate contract period.

#### **[EXPERIMENTAL OR INVESTIGATIONAL** means

- a drug or device that cannot lawfully be marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished; or
- a drug, device, medical treatment or procedure that reliable evidence shows is the subject of ongoing Phase I or II clinical trials for treatment of the condition or illness in question.]

**[FAMILY** means the Employee and Dependents of an Employee.]

# **DEFINITIONS (CONTINUED)**

**INCURRED** means the date on which services relating to an Eligible Excess Risk Expense were provided to a Covered Individual under the Plan Sponsor's plan.

**LASERED INDIVIDUALS** means individuals identified on the Excess Risk Schedule for the policy period and having either a separate Individual Excess Risk Deductible or are excluded.

**MAXIMUM INDIVIDUAL LIFETIME BENEFIT** means the maximum amount of eligible Excess Risk expenses ReliaStar Life will pay to a Plan Sponsor on behalf of a Covered Individual over the lifetime of that individual. This amount will not be affected by any restoration of an individual's lifetime maximum by the Plan Sponsor under the Employee Benefit Plan, nor by a change of the Plan Sponsor's Excess Risk Insurer.

**PLAN SPONSOR** means the organization described in the Application which is approved for coverage by ReliaStar Life under this Policy.

**RELIASTAR LIFE** means ReliaStar Life Insurance Company at its Home Office in Minneapolis, Minnesota, a health insurance carrier licensed under Minnesota law to offer, sell and issue a policy of accident and sickness insurance..

**THIRD PARTY CLAIM ADMINISTRATOR** means a firm or person which has entered into a written agreement with the Plan Sponsor to pay claims for the Employee Benefit Plan and is a claim administrator which has been approved by ReliaStar Life. The duties of the Third Party Claim Administrator under this Policy are described in the Third Party Claim Administrator Responsibilities section of this Policy.

**UNIT** means, with respect to Medical, Dental, Vision and Prescription Drug coverage, an Employee, an Employee with Dependents, or such other defined Unit as set forth in the Excess Risk Schedule. With respect to Short Term Disability Income coverage, Unit means [\$10] in Disability Income Benefits.

#### MISCELLANEOUS PROVISIONS

**PREMIUMS:** The initial premium rates are stated in the Excess Risk Schedule. ReliaStar Life may change the premium rates:

- whenever the Plan Sponsor amends or materially changes the Employee Benefit Plan; and
- when this Policy is amended.

The premium rates may also be changed on any premium due date after the first Contract Period.

**PAYMENT OF PREMIUMS:** Premiums for Excess Risk Insurance are payable by the Plan Sponsor to ReliaStar Life at its Home Office no later than the Premium Due Date specified in the Excess Risk Schedule.

**GRACE PERIOD AND TERMINATION:** A grace period without interest charge will be allowed for payment of all or part of any premium after the first premium. The grace period for payment of a premium is the 31 calendar days beginning with its due date.

**POLICY TERMINATION:** This Policy will terminate on the earliest of the following dates:

- A. The premium due date if any Aggregate Excess Risk premium remains unpaid at the expiration of the grace period.
- B. The end of the grace period if any Individual Excess Risk premium remains unpaid at the expiration of the grace period.
- C. The date ReliaStar Life receives written termination notice from the Plan Sponsor if such notice is received by ReliaStar Life during the grace period for an unpaid premium.
- D. The premium due date next following receipt by the Plan Sponsor of written notice from ReliaStar Life that the coverage is to be terminated.
- E. The effective date of termination of all of the coverage under the Employee Benefit Plan or Trust established by the Plan Sponsor.
- F. The date the Plan Sponsor ceases to self-fund the Employee Benefit Plan or Trust in favor of any other form of insurance or funding mechanism.
- G. The date specified by ReliaStar Life, if ReliaStar Life elects to terminate the Policy under the Material Changes in the Employee Benefit Plan section of this Policy.
- H. The date specified by ReliaStar Life, if ReliaStar Life elects to terminate the Policy under the Third Party Claim Administrator section of this Policy.

ReliaStar Life will not refund any portion of the premium paid by a Plan Sponsor whose coverage terminates during a Contract Period.

**DATA REQUIRED:** By [the 20th day of each month], the Plan Sponsor will submit to ReliaStar Life, if requested, all proofs, reports, and supporting documents including, but not limited to:

- A monthly summary of all eligible claims payments processed by the Plan Sponsor; and
- The total number of Units covered under the Employee Benefit Plan during the prior month.

The Plan Sponsor will be responsible for the investigation, auditing, calculating and payment of all claims under the Employee Benefit Plan. The Plan Sponsor will keep appropriate records regarding the administration of the Employee Benefit Plan. The Plan Sponsor's records must be available to ReliaStar Life to determine Employee Benefit Plan benefits, proof of claim, and proof of payment of Employee Benefit Plan benefits. The Plan Sponsor shall allow ReliaStar Life or its authorized agent to review and copy, during normal business hours, all records affecting its liability under the Policy.

**CLAIM AUDIT:** ReliaStar Life may periodically examine any of the Plan Sponsor's records relating to the benefits under the Policy and any claims filed under the Employee Benefit Plan. ReliaStar Life has the right to audit all claims with respect to Eligible Excess Risk Expenses paid under the Employee Benefit Plan, in the event a claim for benefits is made under this Policy.

### MISCELLANEOUS PROVISIONS (CONTINUED)

**CLERICAL ERROR:** Clerical error, whether by the Plan Sponsor, a Third Party Administrator, or by ReliaStar Life in keeping any records pertaining to the coverage, will not invalidate coverage otherwise validly in force or continue coverage otherwise validly terminated. However, upon discovery of such error or delay an equitable adjustment of premiums will be made. In the event that claims data and/or enrollment information furnished to ReliaStar Life is missing or incorrect, ReliaStar Life has the right to recalculate the Expected Claims Rate(s) and Individual Excess Risk Monthly Premium Rate as shown on the Excess Risk Schedule using the corrected information.

**ENTIRE CONTRACT:** The entire contract between the parties shall be composed of:

- The Policy;
- The Application of the Plan Sponsor (a copy of which is attached to this Policy when issued); and
- The Excess Risk Schedule.

Unless fraudulent, all statements made by the Plan Sponsor shall be deemed representations and not warranties. No such statement shall be used in defense to a claim under this Policy unless it is contained in the written Application.

**PAYMENT OF CLAIMS:** All benefits as they become payable under the Policy will be paid to the Plan Sponsor submitting the claim.

**NOTICE OF CLAIM:** The Plan Sponsor or the Third Party Administrator must make notice of claim within 90 calendar days after the end of the Contract Period. ReliaStar Life may deny any claims received after the end of the 90 calendar day period.

**CONFORMITY WITH STATE STATUTES:** Any time limitation of this Policy that is less than that allowed by the law of the state in which the subscribed resides will be extended to agree with the minimum period allowed by such law. These time limitations apply to:

- Giving notice of claim.
- Furnishing proof of loss.
- Bringing action.

**POLICY AMENDMENTS/CHANGES:** ReliaStar Life may amend this Policy on any renewal date. No change in this Policy is valid unless it is approved and signed by one of ReliaStar Life's designated corporate officers or an Assistant Secretary. Agents or brokers do not have the right to change this Policy, waive any of its provisions, or bind ReliaStar Life in any way.

**NON-PARTICIPATING:** This Policy shall not be entitled to share in the surplus earnings of ReliaStar Life.

EMPLOYEE BENEFIT PLAN AMENDMENTS: A Plan Sponsor must give written notice of any amendment to the Employee Benefit Plan to ReliaStar Life at its Home Office prior to the effective date of the amendment. If the amendment changes the benefits under the Employee Benefit Plan, the Plan Sponsor's Expected Claims Rate(s) and Individual Excess Risk Monthly Premium Rate as shown on the Excess Risk Schedule will be recalculated. Any revision to the Plan Sponsor's Expected Claims Rate(s) or Individual Excess Risk Monthly Premium Rate due to an amendment will become effective on the effective date of the amendment. If ReliaStar Life does not receive notice from the Plan Sponsor prior to the effective date of the Plan amendment, ReliaStar Life will determine if benefits are payable based on the Plan Sponsor's Expected Claims Rate(s) and Individual Excess Risk Monthly Premium Rate calculated (1) without the amendment or (2) with the amendment, whichever is greater.

**REIMBURSEMENT:** The Plan Sponsor's rights under the Employee Benefit Plan to recover sums paid during the Contract Period on behalf of a Covered Individual are assigned to ReliaStar Life to the extent of any benefits paid under this Policy. Within 10 days of initiating any action of recovery, the Plan Sponsor shall notify ReliaStar Life of its action, and ReliaStar Life shall have the right to intervene in any suit or other proceeding to protect its reimbursement rights. Any recovery, whether by settlement, judgment, or otherwise, shall be treated as a reduction of Eligible Expenses paid by the Plan Sponsor for the Contract Period during which it was reported and ReliaStar Life shall be entitled to receive full reimbursement to the extent of benefits paid under the Policy.

**BANKRUPTCY OR INSOLVENCY OF THE PLAN SPONSOR:** Eligible Excess Risk expenses paid by the Plan Sponsor will not be affected by the Plan Sponsor's bankruptcy or insolvency.

### MISCELLANEOUS PROVISIONS (CONTINUED)

**LEGAL ACTION:** Legal action may not be taken to receive benefits until 60 days after the date proof of loss is received in accordance with the terms of this Policy. Legal action must be taken within 3 years after the date proof of loss must be submitted.

This Policy is deemed made in the state in which the Plan Sponsor is located, based on its principal office. Any lawsuits brought by either party against the other related to this Policy must be brought in that state and settled according to its laws.

**REQUIREMENTS TO RENEW COVERAGE:** The Plan Sponsor's coverage will be continued in force, subject to any Policy Amendments, with the continued payment of premiums if all of the following requirements are met:

- A. The number of Employees enrolled in the Employee Benefit Plan is equal to [100], or the minimum enrollment required for renewal of coverage as shown on the Excess Risk Schedule, whichever is greater;
- B. At least 75% of all eligible Employees are enrolled in the Employee Benefit Plan or an available HMO plan if contributory, or 100% of all eligible Employees are enrolled in the Employee Benefit Plan or an available HMO plan if non-contributory;
- C. ReliaStar Life has approved the Third Party Claim Administrator, if any, selected by the Plan Sponsor to administer claims under the Employee Benefit Plan;
- D. The Plan Sponsor, itself or with the assistance of any applicable Third Party Administrator, complies with all aspects of the ING Employee Benefits Group Disclosure Statement which the Plan Sponsor provided on or about the time of initial underwriting; and
- E. The Plan Sponsor has not received notice from ReliaStar Life that coverage will be terminated as stated in paragraph (D) of the Policy Termination section above.

**MATERIAL CHANGES AFFECTING THE EMPLOYEE BENEFIT PLAN:** The Plan Sponsor must give written notice, within 31 days, of any material change affecting the Employee Benefit Plan to:

[ReliaStar Life Insurance Company 20 Washington Avenue South Route 5499 Underwriting Department Minneapolis, MN 55401]

In the case of a change affecting the language of the Employee Benefit Plan, written notice must be given before the effective date of the change. For purposes of this provision, ReliaStar Life will determine the materiality of any change. A material change includes but is not limited to:

- the addition or deletion of subsidiaries, affiliates, or eligible participants of Plan Sponsors;
- any other increase or decrease in the number of eligible participants that exceeds 15% of the number covered under the Plan;
- plan benefits paid because of a change in the plan or plan document;
- any change in the Plan Sponsor's business or Employee Benefit Plan that alters the type or amount of benefits provided;
- the terms or conditions for eligibility or participation; or
- any other change in the Plan Sponsor's business or Employee Benefit Plan.

If the Plan Sponsor amends the Employee Benefit Plan or changes its business so as to materially alter ReliaStar Life's risk under this Policy, ReliaStar Life will have the right, at its option, to recalculate the Expected Claims Rate(s) and Individual Excess Risk Monthly Premium Rate as shown on the Excess Risk Schedule and to continue the Plan Sponsor's Policy, or to terminate the Plan Sponsor's coverage. If ReliaStar Life elects to continue the Plan Sponsor's coverage, the new Expected Claims Rate(s) and Individual Excess Risk Monthly Premium Rate will be effective on the date specified by ReliaStar Life. Failure to do so could result in termination of this contract or denial of benefits paid on behalf of a Covered Individual.

### MISCELLANEOUS PROVISIONS (CONTINUED)

**THIRD PARTY CLAIM ADMINISTRATOR RESPONSIBILITIES:** If claims are paid by a Third Party Claim Administrator, ReliaStar Life may require the Plan Sponsor to provide any information possessed by the Third Party Claim Administrator and required to administer the coverage. For Individual Excess Risk Insurance this includes but is not limited to:

- when expenses, paid and/or pending, for the individual exceed 50% of the individual excess risk deductible;
- notification, regardless of the deductible amount, of any potential or planned organ transplants;
- claim or claim report for any Covered Individual who exceeds the individual excess risk deductible applicable to such Covered Individual:
- transplant contacts, case management notes, and any other documentation that may be needed in order for ReliaStar Life to properly determine how the Claim Administrator adjudicated the claim. If such items are considered proprietary by the Claims Administrator a written statement from the Claims Administrator providing the substance of the requested items may be accepted.

For Aggregate Excess Risk Insurance this includes but is not limited to:

• a monthly report in a format acceptable to ReliaStar Life showing the total amount of claims paid and enrollment numbers.

**CHANGE IN THIRD PARTY CLAIM ADMINISTRATOR:** If the Plan Sponsor decides to change its claim payment arrangement, whether to contract with a new Third Party Claim Administrator or to begin functioning as the Third Party Claim Administrator, it must give ReliaStar Life at least 60 days advance notice of such change in order to allow adequate time for ReliaStar Life's review and approval of the change in Third Party Claim Administrator. The Plan Sponsor's coverage under the Policy will terminate on the date of such change if ReliaStar Life does not approve the new Third Party Claim Administrator.

### AGGREGATE EXCESS RISK INSURANCE

#### WHEN BENEFITS WILL BE PAID

Aggregate Excess Risk benefits will be paid after the end of the Contract Period if the deductible described below is satisfied, subject to all limitations and conditions in the Excess Risk Policy.

#### TO WHOM BENEFITS WILL BE PAID

Aggregate Excess Risk benefits will be paid to the Plan Sponsor. ReliaStar Life will not make payment directly to any Covered Individual or benefit provider. The Plan Sponsor is not to represent ReliaStar Life as the insurer of benefits provided by the Employee Benefit Plan.

#### AMOUNT OF BENEFIT PAYABLE

The Aggregate Excess Risk benefit payable is the amount of Eligible Aggregate Excess Risk Expenses paid which exceeds the Aggregate Excess Risk Deductible for the Contract Period.

#### AGGREGATE EXCESS RISK DEDUCTIBLE

To determine the Aggregate Excess Risk Deductible for a Contract Period, ReliaStar Life will multiply the Deductible Adjustment Factor shown on the Excess Risk Schedule for the Plan Sponsor times the greatest of:

- A. the sum of the product of the Expected Claims Rate(s), multiplied by the number of Units covered under the Employee Benefit Plan on the first day of the month for each month of the Contract Period. If the Contract Period is less than 12 months, the preceding amount will be divided by the number of months in the Contract Period and multiplied by 12. This amount may not be reduced by more than 5% per month if the number of covered Units decreases for any reason. During any period in which any of the Plan Sponsor's employees are absent from work due to a strike, lock out, or work stoppage, the number of covered Units will remain at the same level as for the month before the disruption began.
  - if the Plan Sponsor's Policy terminates during a Contract Period, the deductible will be based on a Contract Period of 12 full months. The number of Units covered during the last full month of coverage will be considered as the number of Units covered during the remaining months of the Contract Period after the Plan Sponsor's Policy terminates. Calculation of the deductible in this manner will not affect the termination of Aggregate Excess Risk benefits on the date the Plan Sponsor's Policy actually terminates; or
- B. the Expected Claims Rate(s) multiplied by [100], multiplied by 12; or
- C. the Expected Claims Rate(s), as shown on the premium rate notification for renewal, multiplied by 85% of the number of Units covered under the Employee Benefit Plan at the beginning of the eleventh month of the prior Contract Period, multiplied by 12; or
- D. the Minimum Aggregate Deductible listed on the Excess Risk Schedule.

### AGGREGATE EXCESS RISK INSURANCE

#### ELIGIBLE AGGREGATE EXCESS RISK EXPENSES

Eligible Aggregate Excess Risk Expenses are claims incurred and paid within the time period set forth in the Excess Risk Schedule for the applicable Contract Period. The Expected Claims Rate and Contract basis for Excess Risk insurance apply to the Contract Period shown in the Excess Risk Schedule. A separate Excess Risk Schedule applies to each new Contract Period.

Eligible Aggregate Excess Risk Expenses are benefits which ReliaStar Life's audit has determined to be properly paid by the Plan Sponsor. Such expenses must be paid on behalf of a Covered Individual according to the terms of the Employee Benefit Plan. However, these expenses are subject to both the Coverage Exclusions and Limitations section of this Policy and the Excess Risk Schedule. ReliaStar Life's claim audit procedures are contained in the Miscellaneous Provisions of this Policy.

An Eligible Aggregate Excess Risk Expense is deemed to be "paid" as of the date a draft or check is mailed, or the date the wire or other legal electronic transfer of funds has been issued by the Employee Benefit Plan to the Covered Individual or his or her assignee. Mailing includes deposit of the check or draft in the U.S. mail or delivering the check or draft for transmission by any other usual means.

Eligible Aggregate Excess Risk Expenses do not include:

- A. benefits payable under any Individual Excess Risk or Excess Risk Insurance issued to the Plan Sponsor by ReliaStar Life or any other insurer;
- B. benefits paid under the Employee Benefit Plan for expenses incurred by Lasered Individuals, if any; or
- C. any other benefits paid by any other entity providing the same or similar coverage as the Employee Benefit Plan during the Contract Period.

#### COVERAGE EXCLUSIONS AND LIMITATIONS

Eligible Excess Risk Expenses shall not include the following, whether or not such expenses are covered under the Employee Benefit Plan, unless otherwise specifically included in the Excess Risk Schedule:

- A. benefits paid for occupational injury or sickness, including benefits eligible for payment under a worker's compensation or similar law whether or not the Plan Sponsor has elected to provide such coverage;
- B. benefits which are not eligible expenses under the terms of the Employee Benefit Plan;
- C. benefits paid under the Employee Benefit Plan which are in excess of reasonable and customary charges;
- D. expenses incurred and/or paid outside of the contract terms of the Plan Sponsor's Policy coverage under this policy;
- E. the cost of claim administration and any expense of litigation with individual claimants;
- F. punitive or other damages assessed against the Plan Sponsor, Third Party Claim Administrator, or any other party associated with the Employee Benefit Plan;
- G. charges for treatment not recommended and approved by a physician, as the term "physician" or its equivalent is defined under the Employee Benefit Plan;
- H. benefits paid for individuals who are Foreign Nationals except those temporarily located in the U.S. and receiving a W-2 from the employer; Foreign National means an individual who is: (1) not a citizen of the U.S. and (2) not lawfully admitted for permanent residence;
- I. benefits paid for expenses incurred outside of the U.S. except in emergency situations. Emergency situations are defined as instances of a serious injury, the onset of a serious condition which requires immediate medical intervention to prevent death, or a serious impairment of health. Emergencies do not include elective care or care of minor illness or injury.
- J. expenses which are Experimental or Investigational;
- K. provider network fees or charges including, but not limited to, PPO, EPO, and POS access fees, and HMO capitation fees or charges;

# AGGREGATE EXCESS RISK INSURANCE

### COVERAGE EXCLUSIONS AND LIMITATIONS (continued)

- L. benefits paid under the Employee Benefit Plan which would not have been paid if benefits had been coordinated under the provisions of the National Association of Insurance Commissioners Model COB Guidelines as adopted in the state of this Policy's issuance;
- M. benefits paid under the Employee Benefit Plan which would not have been paid if benefits had been coordinated with Medicare, whether or not Medicare is elected by the Covered Individual;
- N. benefits paid under the Employee Benefit Plan for individuals who should have been, but were not, included in the most recent annual disclosure report.

### INDIVIDUAL EXCESS RISK INSURANCE

#### AMOUNT OF BENEFIT PAYABLE

The Individual Excess Risk benefit payable is subject to ReliaStar Life's Maximum Individual Lifetime Benefit shown on the Excess Risk Schedule and shall be equal to the product of:

- A. the Benefit Percentage multiplied by
- B. the amount of eligible benefits paid to or on behalf of a Covered Individual under the Employee Benefit Plan during the Contract Period which exceeds the Individual Excess Risk Deductible.

The Benefit Percentage, Individual Excess Risk Deductible and Contract Period are shown on the Excess Risk Schedule.

#### ELIGIBLE INDIVIDUAL EXCESS RISK EXPENSES

Eligible Individual Excess Risk Expenses are those incurred and paid in the time periods listed on the Excess Risk Schedule for the applicable Contract Period. The claims basis and rates for Excess Risk coverage apply to the Contract Period shown in the Excess Risk Schedule. A separate Excess Risk Schedule applies to each new Contract Period.

Eligible Individual Excess Risk Expenses are the benefits which ReliaStar Life's audit has determined to be properly paid by the Plan Sponsor. Such benefits must be paid during the Contract Period to or on behalf of a Covered Individual according to the terms of the Employee Benefit Plan. However, these expenses are subject to both the Coverage Exclusions and Limitations section of this Policy and the Excess Risk Schedule. ReliaStar Life's claim audit procedures are contained in the Miscellaneous Provisions of this Policy.

An Eligible Individual Excess Risk Expense is deemed to be "paid" as of the date a draft or check is mailed, or the date the wire or other legal electronic transfer of funds has been issued by the Employee Benefit Plan to the Covered Individual or his or her assignee. Mailing includes deposit of the check or draft in the U.S. mail or delivering the check or draft for transmission by any other usual means.

#### WHEN BENEFITS WILL BE PAID

Individual Excess Risk benefits will be paid when a Covered Individual has exceeded the Individual Excess Risk Deductible during the Contract Period shown on the Excess Risk Schedule, subject to all limitations and conditions in the Excess Risk Policy.

[If the total amount of eligible benefits paid under the Employee Benefit Plan, on behalf of one or more Covered Individuals of the Employee's family exceeds the Family Excess Risk Deductible, ReliaStar Life will consider that the Covered Employee and all the Covered Employee's Dependents have exceeded the Family Excess Risk Deductible. If the benefits paid under the Employee Benefit Plan are not Eligible Excess Risk Expenses, the benefits will not be applied to the Family Excess Risk Deductible.]

#### TO WHOM BENEFITS WILL BE PAID

Individual Excess Risk Benefits will be paid to the Plan Sponsor. ReliaStar Life will not make payment directly to any Covered Individual or benefit provider. The Plan Sponsor is not to represent ReliaStar Life as the insurer of benefits provided by the Employee Benefit Plan.

### INDIVIDUAL EXCESS RISK INSURANCE

#### COVERAGE EXCLUSIONS AND LIMITATIONS

Eligible Excess Risk Expenses shall not include the following, whether or not such expenses are covered under the Employee Benefit Plan, unless otherwise specifically included in the Excess Risk Schedule:

- A. benefits paid for occupational injury or sickness, including benefits eligible for payment under a worker's compensation or similar law whether or not the Plan Sponsor has elected to provide such coverage;
- B. benefits which are not eligible expenses under the terms of the Employee Benefit Plan;
- C. benefits paid under the Employee Benefit Plan which are in excess of reasonable and customary charges;
- D. expenses incurred and/or paid outside of the contract terms of the Plan Sponsor's Policy coverage under this policy;
- E. the cost of claim administration and any expense of litigation with individual claimants;
- F. punitive or other damages assessed against the Plan Sponsor, Third Party Claim Administrator, or any other party associated with the Employee Benefit Plan;
- G. charges for treatment not recommended and approved by a physician, as the term "physician" or its equivalent is defined under the Employee Benefit Plan;
- H. benefits paid for individuals who are Foreign Nationals except those temporarily located in the U.S. and receiving a W-2 from the employer; Foreign National means an individual who is: (1) not a citizen of the U.S. and (2) not lawfully admitted for permanent residence;
- I. benefits paid for expenses incurred outside of the U.S. except in emergency situations. Emergency situations are defined as instances of a serious injury, the onset of a serious condition which requires immediate medical intervention to prevent death, or a serious impairment of health. Emergencies do not include elective care or care of minor illness or injury.
- J. expenses which are Experimental or Investigational;
- K. provider network fees or charges including, but not limited to, PPO, EPO, and POS access fees, and HMO capitation fees or charges;
- L. benefits paid under the Employee Benefit Plan which would not have been paid if benefits had been coordinated under the provisions of the National Association of Insurance Commissioners Model COB Guidelines as adopted in the state of this Policy's issuance;
- M. benefits paid under the Employee Benefit Plan which would not have been paid if benefits had been coordinated with Medicare, whether or not Medicare is elected by the Covered Individual
- N. benefits paid under the Employee Benefit Plan for individuals who should have been, but were not, included in the most recent annual disclosure report.

[

# MODIFICATION OF EMPLOYEE DEFINITION SECTION

The Employee definition of this Policy shall be modified for an Employee not actively at work on the Effective Date of the Plan Sponsor's coverage under this Policy to the following extent:

- 1) Coverage will be effective under this Policy for expenses incurred and paid on or after the Effective Date of this Policy by the Plan Sponsor on behalf of an Employee who is not actively at work. The maximum lifetime benefit payable for an Employee not actively at work will be the lesser of ReliaStar Life's or the prior carrier's maximum lifetime benefit. The amount of any benefit payments made by the prior carrier until the Employee returns to active work will be applied toward this maximum lifetime benefit. At that time, the Employee would qualify for ReliaStar Life's maximum lifetime benefit.
- 2) This provision applies only to expenses incurred by the Plan Sponsor on behalf of an Employee not actively at work who was covered under the prior carrier's Individual Excess Risk Insurance on the day immediately preceding the Effective Date of this Policy.

]

Home Office, Minneapolis, Minnesota 55440

#### **ENDORSEMENT**

#### INDIVIDUAL IMMEDIATE REIMBURSEMENT

Individual Immediate Reimbursement is available to the Plan Sponsor for eligible Individual Excess Risk Expenses that exceed the Individual Excess Risk Deductible provided **all** of the following conditions are met:

- 1. The Individual Excess Risk Deductible for a Covered Individual has been met.
- 2. Claims submitted for Immediate Reimbursement must have been deemed fully processed according to the terms of the Plan Sponsor's Employee Benefits Plan by its Third Party Administrator and must be ready for payment.
- 3. Each request for Immediate Reimbursement must total more than \$10,000 per Covered Individual.
- 4. Immediate Reimbursement is not allowed in month 12 of the Policy year.
- 5. If any Immediate Reimbursement funds are not used to pay eligible Excess Risk expenses, due to any type of discounting, these amounts must be refunded to ReliaStar Life within 5 working days.
- 6. In all situations, Immediate Reimbursement is limited to those claims that have been completely reviewed and approved by ReliaStar Life.
- 7. The Plan Sponsor, or the Third Party Administrator on behalf of the Plan Sponsor, agrees to immediately pay the eligible expenses upon ReliaStar Life's determination of its liability for the Individual Excess risk claim and notification to the Plan Sponsor, or to the Third Party Administrator on behalf of the Plan Sponsor.
- 8. ReliaStar Life shall have the right to confirm with providers or other Third Party Administrators, the amount and the fact that payments have been made for which Immediate Reimbursement has been sought.
- 9. The Plan Sponsor shall send copies of all issued checks to ReliaStar Life upon request.
- 10. Premium must be paid through the month in which the claim was submitted.

Jy M. Benny Secretary

Home Office, Minneapolis, Minnesota 55440

### **ENDORSEMENT**

#### TERMINAL LIABILITY (AER)

If the Plan Sponsor's Aggregate Excess Risk insurance terminates on the last day of the Contract Period, the Aggregate Excess Risk Deductible and the eligible Excess Risk expenses for the Aggregate Excess Risk coverage will be revised as follows:

- 1. Eligible Excess Risk expenses are extended to include those incurred by the Plan Sponsor during the Contract Period, and paid by the Plan Sponsor during [the ninety (90) day period] following the end of the Contract Period shown in the Excess Risk Schedule.
- 2. The revised Aggregate Excess Risk Deductible will equal the sum of:
  - a. The Aggregate Excess Risk Deductible as determined under the Aggregate Excess Risk Deductible provision of the Policy, and
  - b. The product of the Deductible Adjustment Factor (as shown on the Excess Risk Schedule) multiplied by the Terminal Liability Expected Claims Rate (as shown on the Excess Risk Schedule) multiplied by [3] multiplied by the greatest of the following:
    - 85% of the number of Units (as defined in the Policy) covered under the Plan in the first month of the immediately preceding 12 month Policy year;
    - the number of Units covered under the Plan during the last month of coverage of the immediately preceding 12 month Policy year;
    - the average number of Units covered per month during the final [3] months of the immediately preceding 12 month Policy year; or
    - 100.

If the Plan Sponsor's Aggregate Excess Risk insurance terminated for any reason prior to the last day of the Contract Period, this Endorsement will be void.

Secretary

Home Office, Minneapolis, Minnesota 55440

### **ENDORSEMENT**

#### AGGREGATING INDIVIDUAL DEDUCTIBLE

An additional deductible of \$ \_\_\_\_\_ must be met before ReliaStar Life will reimburse the Plan Sponsor under the Individual Excess Risk coverage. This deductible may only be met by the accumulation of eligible Individual Excess Risk expenses paid by the Plan Sponsor for Covered Individuals under its plan that are in excess of the Individual Excess Risk Deductible shown on the Excess Risk Schedule and are incurred and paid within the Contract Period.

ReliaStar Life reserves the right to recalculate the additional deductible level, referred to above, retroactively for the Contract Period if there is more than a 10% variance between:

- 1. The number of Units covered under any premium due date, and
- 2. The number of Units covered on the Plan Sponsor's effective date of coverage.

All Eligible Excess Risk Expenses in excess of the Individual Excess Risk Deductible shown on the Excess Risk Schedule shall be excluded from Eligible Aggregate Excess Risk Expenses under any Aggregate Excess Risk insurance issued to the Plan Sponsor by ReliaStar Life.

Jy M. Benny Secretary

Home Office, Minneapolis, Minnesota 55440

### **ENDORSEMENT**

#### TERMINAL LIABILITY (IER)

If the Plan Sponsor's Individual Excess Risk coverage terminates on or before the last day of the Contract Period as shown on the Excess Risk Schedule, and the Individual Excess Risk Terminal Liability provision was elected by the Plan Sponsor in advance of this Contract Period, the Excess Risk Schedule for the Contract Period shall be revised as follows:

- 1. The time period during which Eligible Excess Risk Expenses must be paid shall be extended to include the [ninety (90) day] period following the end of the Contract Period.
- 2. Upon termination of the Individual Excess Risk coverage, the Plan Sponsor will pay ReliaStar Life a premium for this Endorsement equaling the sum of the Individual Excess Risk Terminal Liability Premium rates (as listed on the Excess Risk Schedule) multiplied by the enrollment in the [three] highest enrollment months of the twelve month period preceding termination. Payment must be made within 30 days of the date of termination.

Jy M. Benny Secretary

Home Office, Minneapolis, Minnesota 55440

# **EXCESS RISK SCHEDULE**

		and replaces any other Excess Risk Schedule(s), and replaces any other Excess Risk Schedule(s)
previously issued to the Plan Sponsor	by ReliaStar Life.]	, and replaces any other Excess Risk Schedule(s)
Diag Connecti		
Plan Sponsor Group No:		
Plan Sponsor Group No:  Contract Period: From	Through	
Third Party Claim Administrator Nam	e	
[□ AGGREGATE EXCESS RISK	(coverage provided	if checked)
BENEFITS TO BE COVERED:  Medical Weekly Disability Income	☐ Vision ☐ Dental	☐ Prescription Drugs ☐ Other (please specify)
CONTRACT BASIS:  ☐ Incurred and paid in 12 month ☐ Incurred in 15 months and pai ☐ Paid in 12 months Actively at Work requiremen ☐ Waive	d in 12 months	☐ Incurred in 12 months and paid in 15 months ☐ Incurred inmonths and paid inmonths ☐ Other ☐ Do not Waive
Deductible Adjustment Factor:	%	
	Units	
Minimum Aggregate Deductible: \$ ReliaStar Life's Limit of Liability: \$_		
Premium: \$ per		<del></del>
[Optional (will apply if checked):		
Terminal Liability: Units	Expected Clair	ms Rate
		]

1

[☐ INDIVIDUAL EXCESS RISK (coverage p	provided if checked)
BENEFITS TO BE COVERED:  Medical  Other	(please specify)
CONTRACT BASIS:  ☐ Incurred and paid in 12 months ☐ Incurred in 15 months and paid in 12 mon ☐ Paid in 12 months Actively at Work requirement ☐ Waive	Incurred in 12 months and paid in 15 months Incurred inmonths and paid inmonths Other  Do not Waive
Individual Deductible: Yes No \$ per Individual	
Lasered Individuals as identified in the disclosure Claims for Lasered Individuals are excluded under	Process: Aggregate Excess Risk Insurance, if any.
True Family Deductible: Yes No per Family	
Aggregating Individual Deductible:   Yes  (Individual Excess Ris	
Benefit Percentage:%	
ReliaStar Life's:  Maximum Individual Contract Period Be Maximum Individual Lifetime Benefit: \$	
Monthly premium rates:	Single Employee Composite Family Dependent
[Optional (will apply if checked):  ☐ Terminal Liability Premium Rate ☐ Individual Immediate Reimbursement ☐ Laser Free Renewal Option for	renewal. Maximum renewal increase forlimited to%.]
Are retirees age 65 and over covered?	Yes No Yes No Yes No
[Health Conversion Charge, per Employee or Dep	endent: \$]
Minimum Enrollment Required for Renewal of Co	verage: Employees Covered for Medical.
Covered Individuals are defined in the Employee I	Benefit Plan with the exception of:
Coverage Exclusions and Limitations defined in the Other:	
Waiver of Actively at Work Requirement:	
Premium Due Date:	
Approved for ReliaStar Life: Date:	By:
	Group Name: Group Number:

Home Office, Minneapolis, Minnesota 55440

### **EXCESS RISK APPLICATION**

The Plan Sponsor hereby applies for the Excess Risk Insurance coverage as now in effect or later modified.

Name of Plan Sponsor (exact legal name) Address (number and street, city, state, zip code) Corporation Partnership Sole Proprietorship Other (specify) Nature of Plan Sponsor's Business: SIC Code: Are Associated Organizations to be included? □ No Yes (If "yes," give names.)\_\_\_\_\_ Number of Eligible Individuals:\_\_\_\_\_ Employee Only Coverage:\_\_\_\_ Employees with Dependent Coverage:\_\_\_\_ Number of Enrolled Individuals: \_\_\_\_ Employee Only Coverage: \_\_\_ Employees with Dependent Coverage: \_\_\_ Employees Claim Administrator for coverages checked below for the Employee Benefit Plan: Name of Claim Administrator\*(exact legal name of entity) Address of Claim Administrator (number and street, city, state, zip code) \*Claim-Administrator must be approved by ReliaStar Life prior to acceptance of this Application NOTICE: Employers/plan sponsors of self-funded health plans should not consider the purchase of stop loss coverage and/or excess loss coverage as complete protection from all liability created by the self-funded health plan. Employers/plan sponsors should be aware that the failure to comply with the terms of the stop loss policy and/or the provisions in the self-funded health plan may cause the employer/plan sponsor to incur liabilities under the health plan. For instance, if medical claims are paid on an ineligible individual, the stop loss carrier may deny the reimbursement under the stop loss policy. In addition, the Arkansas Life and Health Guaranty Association does not cover claims reimbursable under a stop loss policy. [AGGREGATE EXCESS RISK  $\square$  YES  $\square$  NO BENEFITS TO BE COVERED: Medical Vision Prescription Drugs Other (specify) Dental ☐ Weekly Disability Income **INITIAL CONTRACT BASIS:** ☐ Incurred and paid in 12 months Incurred in 12 months and paid in 15 months Incurred in \_\_\_\_\_ months and paid in \_\_\_\_\_ months ☐ Incurred in 15 months and paid in 12 months Paid in 12 months Other: Actively at Work requirement Do not Waive Waive Deductible Adjustment Factor: \_\_\_\_\_\_\_% Minimum Aggregate Deductible: See Excess Risk Schedule/Current Premium Rate Notification \_\_\_per contract period ReliaStar Life's Limit of Liability: \$\_\_\_\_\_ [Optional: Terminal Liability] RL-SL-APP-08-AR 1

[INDIVIDUAL EXCESS RISK	
BENEFITS TO BE COVERED:  Medical  Other (please specify)	)
INITIAL CONTRACT BASIS:  ☐ Incurred and paid in 12 months ☐ Incurred in 15 months and paid in 12 months ☐ Paid in 12 months Actively at Work requirement ☐ Waive	☐ Incurred in 12 months and paid in 15 months ☐ Incurred in months and paid in months ☐ Other: ☐ Do not Waive
Individual Deductible: Individual Deductible:  True Family Deductible:  \$	per Individual per family
Lasered Individuals as identified in the disclosure process:Claims for Lasered Individuals are excluded under Aggregate Exc	ess Risk Insurance, if any.
Aggregating Individual Deductible: \$	(Individual Excess Risk must be elected)
Benefit Percentage:%	
ReliaStar Life's:  Maximum Individual Contract Period Benefit: \$N/A  Maximum Individual Lifetime Benefit: \$	
[Optional:	
Are retirees covered?	1
Attached to and incorporated in this Application is a copy of the provision of benefits by the Plan Sponsor to its eligible employ	
The initial Contract Period is from	to
The Producer/Agent of Record (provided he/she is duly licensed as	s required by law) is:
This insurance is to be effective on business, provided that the first premium is paid in full and that the by ReliaStar Life.	at 12:01 a.m. Standard Time at the Plan Sponsor's place of e Claim Disclosure Statement and this Application are accepted
An advance deposit of \$ is attact will be applied toward payment of the premiums on the insurance accepted, the deposit will be refunded to the Plan Sponsor Application.	
Any person who, knowingly with intent to defraud any in insurance containing any materially false information or concany fact material thereto commits a fraudulent insurance act and civil penalties, and denial of insurance benefits.	ceals, for the purpose of misleading, information concerning
	PLAN SPONSOR APPLICANT
	By
Witness	Name of signer (please print)
Date	Title

SERFF Tracking Number: MNNP-125557221 State: Arkansas State Tracking Number: 38841

Filing Company: ReliaStar Life Insurance Company

Company Tracking Number: RL-SL-POL-08

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: Stop Loss 2008

Project Name/Number:

# **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: MNNP-125557221 State: Arkansas
Filing Company: ReliaStar Life Insurance Company State Tracking Number: 38841

Company Tracking Number: RL-SL-POL-08

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: Stop Loss 2008

Project Name/Number:

# **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Certification/Notice Approved-Closed 05/05/2008

Comments:

A compliance certification and a readability (flesch) certification are attached.

**Attachments:** 

ar\_compliancecert.pdf
ar\_readabilitycert.pdf

**Review Status:** 

Satisfied -Name: Application Approved-Closed 05/05/2008

**Comments:** 

See application attached under Form Schedule tab.

**Review Status:** 

Satisfied -Name: Health - Actuarial Justification Approved-Closed 05/05/2008

Comments: Attachment:

ActMemo\_SL2008\_AR.pdf

**Review Status:** 

**Bypassed -Name:** Outline of Coverage Approved-Closed 05/05/2008

Bypass Reason: not applicable

Comments:

**Review Status:** 

Satisfied -Name: Variable Material Chart Approved-Closed 05/05/2008

Comments:

Attachment:

variable\_chart\_ar.pdf

# **CERTIFICATION OF COMPLIANCE**

Arkansas Rule and Regulation 19 Unfair Sex Discrimination in the Sale of Insurance

ReliaStar Life Insurance Company hereby certifies that it is in compliance with Rule and Regulation	on
19 - Unfair Sex Discrimination in the Sale of Insurance.	

S. Saner. Patterson

Susannah Saver-Patterson Assistant Secretary

April 24, 2008

Date

# **READABILITY CERTIFICATION**

Arkansas Statutes, Title 23, Chapter 80, Subchapter 2 Life and Disability Insurance Policy Language Simplification Act

ReliaStar Life Insurance Company hereby certifies that <u>Excess Risk Policy RL-SL-POL-08 et al</u> has achieved a Flesch Reading Ease Score of <u>41.8</u> and complies with the requirements of the Life and Disability Insurance Policy Language Simplification Act.

Susannah Saver-Patterson

S. Saner. Patterson

**Assistant Secretary** 

April 24, 2008

Date



ReliaStar Life Insurance Company
A member of the ING family of companies

Mark McCarville, FSA, MAAA Vice President and Actuary

May 1, 2008

# **ACTUARIAL MEMORANDUM Individual and Aggregate Stop Loss**

#### State of Arkansas

### **Scope and Purpose:**

This filing is in accordance with the State of Arkansas's rating requirements for filing of an actuarial memorandum for Stop Loss plans written in Arkansas.

### **Description of Benefits:**

These programs provide stop loss coverage to self-funded employer medical and dental plans. The individual stop loss program caps an employer's liability for a specific claim on an individual at a prearranged deductible level. The deductible level is usually between \$75,000 and \$500,000, with the average for ReliaStar approximately \$175,000. ReliaStar reimburses the employer for self-funded plan claims paid above the specific deductible level. The aggregate stop loss program caps an employer's liability for self-funded plan claims, typically at 125% of an expected claim level, which is determined by projecting experienced claims forward and applying factors for any plan changes.

### **Renewability Clause:**

These are guaranteed renewable coverages which are deemed terminated by the group policyholder by written notice, nonpayment of premium or failure to meet minimum group requirements.

#### **Issue Age Range and Area Factors:**

There is no issue age range for these stop loss policies. Benefits are paid to the employer to reimburse it for self-funded claims paid. These underlying plan claims come from any eligible employee or dependent, regardless of age. The Arkansas area rating factors for individual coverage are primarily derived from data received from a national consulting firm. Note that area factors are used only with individual stop loss and not with aggregate stop loss.

### Trend:

The expected claim rates for individual and aggregate stop loss are projected using a trend rate of 13% per year for medical and 8.5% per year for dental. These trends include an inflation component for rising medical costs, leveraging of fixed deductibles, cost shifting from HMO's and Medicare (which is very significant where there is a large Medicare-eligible population in an area), increasing health care utilization, possible higher COBRA usage due to recessionary

economic conditions, and changing technology. Many groups with individual stop loss will increase their specific deductible over time to keep their premium increase modest and to maintain a relatively level percentage of underlying self-funded plan claims.

#### Other Information:

Expenses run about 15% of premium.

Stop loss is marketed through brokers, and approved Third Party Administrators (TPAs). However there may be some instances of direct purchase by the group. We do not offer stop loss to multiple employer trusts, except in a few situations to union trusts. ReliaStar Life markets to employer groups of 100 or more lives.

Underwriting for aggregate stop loss consists of trending forward the group's claim history to develop a new expected claim rate. The "attachment point" for a typical aggregate stop loss plan is 125% of the product of the number of employee months times the expected claim rate, with minimum of 125% of the expected claim rate times 12 times 85% of the number of employees at the time of underwriting.

Underwriting for individual stop loss consists of applying manual rates. Manual rates vary by individual stop loss deductible, maximum benefit, age distribution, location and extent of managed care programs utilized by the underlying plan of benefits. Underwriters have discretion to increase or decrease the manual rates based on past individual stop loss experience and on anticipated future experience. The morbidity assumption is basically the past experience of these products. The anticipated loss ratio for the majority of the business is between 75% and 80%, varying by case size. This is considerably higher than most state mandated minimum loss ratio.

#### **Rate Manual:**

The individual stop loss rate manual with supporting exhibits is attached to this memorandum.

#### **Actuarial Certification:**

I certify that, to the best of my knowledge and judgment, this rate filing is in compliance with the applicable laws of the state of Arkansas and the rules of Department of Insurance and complies with Actuarial Standards of Practice #8. Furthermore, the proposed premiums are reasonable in relation to the benefits provided. I am a qualified actuary and am a member of the Society of Actuaries and the American Academy of Actuaries.

Mark E. McCarville, FSA, MAAA

Vice President and Actuary

Mark E Mc Carulle

Tel.: 612.342.3756 Fax: 612.342.7029

Email: mark.mccarville@us.ing.com

# VARIABLE MATERIAL CHART

# Group Excess Risk Policy RL-SL-POL-08, et al.

# Policy RL-SL-POL-08:

PAGE NUMBER	DESCRIPTION	BRACKETED MATERIAL	EXPLANATION
1	Cover Page	GX,Z-12345-6	Group Policy Number specific to each Plan Sponsor
		January 1, 2008	Effective Date specific to each Plan Sponsor
		January 1	Anniversary Date specific to each Plan Sponsor
		ABC Company	Specific to each Plan Sponsor
		December 31, 2008	Specific to each Plan Sponsor
		State	Specific to the state where the policy is issued
		January 1, 2008	Specific to each Plan Sponsor
		Signatures	Will be changed if officers change
		Aggregate Excess Risk Insurance	Will be included if this coverage is sold; otherwise deleted
		Individual Excess Risk Insurance	Will be included if this coverage is sold; otherwise deleted
2	Table of Contents	all	Depending on the coverage(s) sold, these sections will either be in or out. Page numbers will be adjusted accordingly.
3	Definitions	Experimental or Investigational definition	Will be deleted if it conflicts with the Plan Sponsor's definition of Experimental or Investigational, or if there is no such definition in the Plan Sponsor's Employee Benefit Plan.
		Family definition	Will be included if True Family Deductible is elected. Otherwise this paragraph will be deleted.
4	Definitions (continued)	\$10	Range will be between \$10 and \$20.
5	Miscellaneous Provisions	the 20 <sup>th</sup> day of each month	The 20 <sup>th</sup> day is standard, but could be any day of the month at the request of the Plan Sponsor.
7	Miscellaneous Provisions (continued)	100	Range will be between 50 and 200.
		ReliaStar Life Insurance Company address	Will change if the insurer's address changes.
9	Aggregate Excess Risk Insurance	100	Range will be between 50 and 200.
12	Individual Excess Risk	"If the total amountthe Family	Will be included if True Family Deductible is elected. Otherwise this
	Insurance	Excess Risk Deductible."	paragraph will be deleted.
14	Modification of Employee Definition Section	all	Entire page will be either in or out.

# VARIABLE MATERIAL CHART

# Group Excess Risk Policy RL-SL-POL-08, et al.

# Terminal Liability (AER) Endorsement RL-SL-TLAER-08:

BRACKETED MATERIAL	EXPLANATION
the ninety (90) day period	The period will either be 90 or 180 days.
3 (twice)	Will be either 3 or 4.

### Terminal Liability (IER) Endorsement RL-SL-TLIER-08:

BRACKETED MATERIAL	EXPLANATION
ninety (90) day	The period will either be 90 or 180 days.
three	Will be either three or four.

# Excess Risk Schedule RL-SL-SCH-08:

PAGE	BRACKETED MATERIAL	EXPLANATION
NUMBER		
1	"The following isby ReliaStar Life."	This paragraph will be used when sending a revised Schedule to the Plan Sponsor at each renewal. It will be deleted when the Schedule is used for the first time.
1	The entire Aggregate Excess Risk Section	This section may be removed if Plan Sponsor only elects Individual Excess Risk Insurance.
1	Optional benefit: Terminal Liability	Option may be removed if not offered to the Plan Sponsor.
2	The entire Individual Excess Risk Section	This section may be removed if Plan Sponsor only elects Aggregate Excess Risk Insurance.
2	Optional benefits: Terminal Liability, Individual Immediate Reimbursement, and Laser Free Renewal Option	Benefit(s) options may be removed if not offered to the Plan Sponsor
2	Health Conversion Charge	Will only be included if applicable; otherwise it will be removed.
2	N/A	This will typically be N/A, or else will refer to the specific policy exclusion for which an exception is being made.

# Excess Risk Application RL-SL-APP-08-AR:

PAGE NUMBER	BRACKETED MATERIAL	EXPLANATION
1	The entire Aggregate Excess Risk Section	This section may be removed if Plan Sponsor is only offered Individual Excess Risk Insurance.
1	Optional benefit: Terminal Liability	Option may be removed if not offered to the Plan Sponsor.
2	The entire Individual Excess Risk Section	This section may be removed if Plan Sponsor is only offered Aggregate Excess Risk Insurance.
2	Optional benefits: Terminal Liability and Immediate Reimbursement	Benefit(s) options may be removed if not offered to the Plan Sponsor.